

NEW JERSEY HISTORIC TRUST
GARDEN STATE PRESERVATION FUND
HISTORIC PRESERVATION EASEMENT

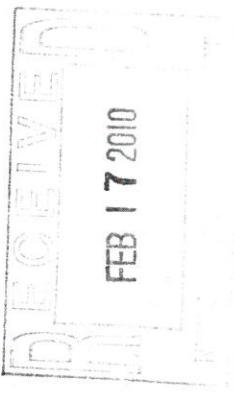


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Prepared by:

Catherine Goulet

New Jersey Historic Trust

Address:

PO Box 457
Trenton, New Jersey 08625-0457

Record and return to:

New Jersey Historic Trust
PO Box 457
Trenton, New Jersey 08625-0457

(Note: If using delivery service, please send to New Jersey Historic Trust at 101 South Broad Street,
Room 604, Trenton, NJ 08608)



Received & Recorded Deed-1
Union County, NJ Inst# 213765 Pgs-27
4/05/2010 15:23
Joanne Rajoppi
County Clerk Consider. .00
Operator RT Fee .00
AZDZIK

DEED OF HISTORIC PRESERVATION EASEMENT

THIS DEED OF HISTORIC PRESERVATION EASEMENT is made this ____ day of _____, 20 ____

Between **First Unitarian Society of Plainfield**, having an address at 724 Park Avenue, Plainfield NJ, hereinafter referred to as the "Grantor";

And **NEW JERSEY HISTORIC TRUST**, having an address at P.O. Box 457, 101 South Broad Street, Trenton, NJ 08625-0457 hereinafter referred to as the "Grantee".

Grantor grants and conveys to the Grantee a historic preservation easement (hereinafter the "Easement") on Grantor's property (All Souls Church, Plainfield) located in Plainfield, County of Union more fully described in Schedule A annexed hereto (hereinafter the "Property") for and in consideration of the sum of ONE DOLLAR (\$1.00) and a matching grant from Grantee to restore, rehabilitate, stabilize, and/or improve the Property for the continuing benefit of the people of the State of New Jersey (hereinafter the "Grant").

The tax map reference for the Property is:

Block 713, Lot 3

WHEREAS, Grantee is authorized pursuant to N.J.S.A. 13:1B-15.111 et. seq. and N.J.S.A. 13:8C-1 et. seq. to acquire historic preservation easements to protect New Jersey properties with historic, aesthetic or cultural significance being rehabilitated, stabilized, restored and improved through matching grants by the Garden State Historic Preservation Trust Fund in order to assure the continued preservation of grant-assisted properties for the public benefit; and

WHEREAS, the Grantor is the sole and exclusive owner of the Property; and

WHEREAS, the Property possesses historic, aesthetic, or cultural significance to Grantor and the people of the State of New Jersey and is a contributing resource in the Van Wyck Brooks Historic District, which was listed in the New Jersey Register of Historic Places on October 7, 1985 and/or the National Register of Historic Places on December 10, 1985 and

WHEREAS, Grantor and Grantee intend that the Property be preserved and maintained;

NOW, THEREFORE, Grantor promises that the Property will be owned, used and conveyed subject to, and not in violation of, the following covenants and restrictions:

1. Purpose. It is the purpose of this Easement to assure the preservation of the Property, to prevent any use of the Property that is not historically appropriate or that is detrimental to or will significantly impair or interfere with the historic features and to assure that public benefit continues after the expenditure of the Grant. The historic features of the Property are documented in a baseline inventory annexed hereto as Schedule B (hereinafter the "Protected Features") that the parties agree provide an accurate representation of the Property at the time of this conveyance and which shall serve as an objective information baseline for monitoring compliance with the terms of this Deed.

2. Term. This Easement shall become effective on August 6, 2014 (hereinafter the "Effective Date") and shall, thereafter, remain in full force and effect for a period of 20 years, until August 6, 2034.

3. Grantor's Obligations.

(a) Grantor shall perform the work items described in the Scope of Work (Attachment D-1 to a separate Grant Agreement executed by Grantor and Grantee) annexed hereto as Schedule C;

(b) Grantor shall not demolish or remove the Protected Features;

(c) Grantor shall not, without prior written approval of Grantee:

(i) adversely affect or threaten the structural soundness of the Protected Features;

(ii) make any changes to the Protected Features including alteration, removal, construction, remodeling, addition of new structures or other physical or structural change, including any change in color or surfacing or any excavation or topographical change which affects the appearance or construction of the Protected Features;

(iii) attach to or erect anything on or near the Protected Features which would prohibit them from being visible from ground level, or compromise the historic aesthetic or cultural significance of the Property except for temporary structures needed during any period of approved alteration or restoration.

(d) To prevent deterioration of the Property, Grantor shall maintain the Protected Features in good condition at Grantor's cost and expense. "Good condition" means that the Protected Features are intact and structurally sound, there are few or no cosmetic imperfections and the feature needs no more than routine maintenance.

(e) Grantor shall be responsible for deliberate damage or destruction of Protected Features. If Protected Features are deliberately damaged or destroyed for any reason by the Grantor, or persons acting on behalf of the Grantor; the Grantor shall be responsible for financial reimbursement to the Grantee in accordance with the provisions of Paragraph 19, Section (b). For purposes of this Easement, deliberate damage or destruction may result from, but is not limited to, deferred maintenance, demolition by neglect, and demolition.

(f) Grantor's obligation to maintain the Protected Features shall require replacement, repair, and reconstruction by Grantor whenever necessary, subject to the casualty provisions of paragraphs 11 and 12. Grantor's obligation to maintain the Property shall also require that the Property's landscaping be maintained in good appearance. The existing lawn areas shall be maintained as lawns and regularly mown. The existing meadows and open fields shall be maintained as meadows and open fields, regularly brushlogged to prevent the growth of woody vegetation where none currently grows.

(g) The dumping, abandonment or storage of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property.

(h) The Property shall not be divided or subdivided in law or in fact and the Property shall not be leased, devised or conveyed except as a unit.

(i) No above ground utility transmission lines, except those reasonably necessary for the existing buildings, may be created on the Property, subject to utility easements already recorded.

(j) Grantor's obligation to submit an Annual Easement Report to the Grantee in accordance with Paragraph 5.

4. Requests for Approval. Grantor must seek the approval of Grantee required by Paragraph 3(c) hereinabove by submitting to Grantee a request for approval in the form required by Grantee. Grantor shall submit to Grantee documents, including plans, specifications, and designs where appropriate, describing the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity in a form acceptable to Grantee and sufficient to permit Grantee to monitor such activity.

5. Annual Reports. The Grantor is required to submit an Annual Easement Report (Schedule D) to the Grantee beginning on the date of the first anniversary of the expiration of the Grant Agreement and then continuing throughout the term of the easement.

6. Standards for Review. In exercising any authority created by this Easement to inspect the Property or the Protected Features, to review and approve any construction, alteration, repair, addition of new structures or maintenance, or to review casualty damage or to reconstruct or approve reconstruction of the Protected Features following casualty damage, Grantee shall utilize The Secretary of the Interior's Standards for the Treatment of Historic Properties, (36 CFR 800 et seq.) (hereinafter the "Standards"). To determine the appropriateness of Grantor's request for approval submitted in accordance with Paragraph 4, Grantee may consult records documenting the Property's appearance including photographs and measured drawings, National or State Registers or other survey data, historic structure reports, existing condition surveys and other reports filed or to be filed at the New Jersey Historic Preservation Office,

New Jersey Historic Trust and other appropriate places within the State. Grantor agrees to abide by the Standards in performing all repairs and maintenance.

7. Reserved Rights. Except as set forth in Paragraph 3, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Easement and by Grantee without further approval by Grantee:

(a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not materially impair the Protected Features or the Property; and (iii) are not inconsistent with the purpose of this Easement;

(b) the right to maintain and repair the Protected Features strictly according to the Standards. As used in this Paragraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors applied in a workman-like manner. The right to maintain and repair as used in this paragraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of Grantee in accordance with the provisions of Paragraphs 3, 4 and 6;

(c) the right to continue the existing use and enjoyment of the Property consistent with the purpose of this Easement; and

(d) the right to conduct at or on the Property educational and nonprofit activities that are not inconsistent with the purpose of this Easement.

8. Public Access. The property shall be accessible by the public as specified in Schedule F annexed hereto.

9. Insurance. Grantor shall keep the Property insured by an insurance company authorized to conduct business in the State of New Jersey against loss from the perils commonly insured under standard fire and extended coverage policies in an amount sufficient to reimburse Grantee in the amount of the Grant after all mortgagee claims are satisfied. Grantor shall also carry comprehensive general liability insurance against claims for personal injury and death in an amount not less than \$500,000 per person and \$1,000,000 per occurrence and property damage in the amount of \$250,000 per occurrence. Grantor shall deliver to Grantee, within ten (10) business days of the Effective Date, certificates of such insurance coverage. Each certificate shall name the Grantee, the State of New Jersey and their respective officers and employees as additional insureds and shall certify that coverage may not be cancelled for any reason except after thirty (30) days written notice to Grantee.

10. Indemnification. Grantor shall hold harmless, indemnify and defend Grantee, the State of New Jersey and their respective officers and employees from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees, arising from or in anyway connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause.

11. Casualty Damage or Destruction. In the event the Protected Features shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other like casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification describing what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Protected Features and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval. Within thirty (30) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer acceptable to Grantor and Grantee, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Protected Features and reconstruction of damaged or destroyed portions of the Protected Features; and
- (c) a report of such restoration and reconstruction work necessary to return the Protected Features to the condition existing immediately prior to the damage or destruction.

12. Review After Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 11, Grantor and Grantee agree that the Purpose of the Easement will be served by such restoration and reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration and reconstruction of the Protected Features in accordance with plans and specifications agreed to by the parties.

If, after reviewing the report, Grantor and Grantee agree in writing that restoration and reconstruction of the Property is impractical or impossible, or agree in writing that the Purpose of this Easement would not be served by such restoration and reconstruction, Grantor, may, with the prior written consent of Grantee, alter, demolish, remove, or raze the Protected Features, and construct new improvements on the Property. In this event the Grantee is entitled to compensation in accordance with Paragraph 19 of this agreement. In the event of the destruction of Protected Features, Grantor and Grantee may agree to extinguish this Easement in whole or in part in accordance with the laws of the State of New Jersey and Paragraph 15.

13. Condemnation. If the Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation from Grantor in the amount of all past grant monies in accordance with Paragraph 19, Section (b) of this agreement.

14. Assignment. This Easement is assignable by Grantee only to the State of New Jersey or a political subdivision of the State of New Jersey or to a charitable organization that is a qualified organization at the time of transfer under Section 501(c)(3) of the Internal Revenue Code (26 U.S.C. §501(c)(3)), as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder.

15. Extinguishment. If circumstances arise in the future such as to render the purpose of this Easement impossible to accomplish, this Easement may be terminated or extinguished by Grantee and Grantee shall be entitled to compensation from Grantor in the amount of the Grant.

16. Subsequent Transfers. Grantor agrees to give written notice to Grantee of the transfer of any interest in the Property at least thirty (30) days prior to the date of such transfer.

17. Inspection. At least annually, and upon prior reasonable notice to Grantor, representatives of Grantee shall be permitted to inspect and photograph the Property, including the Protected Features. Grantor agrees that it will not unreasonably withhold its consent in determining dates and times for such inspections.

18. Evidence of Compliance. Upon request by Grantee, Grantor shall promptly furnish Grantee with written certification in the form required by Grantee that, to the best of Grantor's knowledge, Grantor is in compliance with the obligations of Grantor contained herein.

19. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened:

(a) Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation within the period of time set forth in the notice and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured.

(b) In the event a violation cannot, or is not, corrected pursuant to Paragraph 19(a) above, Grantee shall be entitled to reimbursement for all past grant monies provided to the Grantor by the Grantee for the subject property.

(c) Grantee may bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for a violation of the terms of this Easement or injury to any Protected Features protected by this Easement, and to require the restoration of the Property to the condition that existed prior to any such injury.

(d) Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Protected Features of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor.

(e) Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(f) Grantee's remedies described above shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or equity.

20. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement. Any such amendment shall be consistent with the purpose of this Easement; shall not permit additional development on the Property other than the development permitted by this Easement on the Effective Date; shall not permit any private inurement to any person or entity; and shall not adversely impact the Protected Features or the Property. Any such amendment shall be recorded by Grantor at its cost and expense in the county in which the Property is located. Nothing in this Paragraph shall require Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

21. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

22. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

23. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and reasonable attorneys' fees, and

any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor.

24. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor shall keep the Property free of any construction or mechanics liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

25. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods (i) overnight courier postage prepaid, (ii) registered or certified mail return receipt requested or, (iii) hand delivery; if to Grantor, then to Board President, First Unitarian Society of Plainfield, 724 Park Avenue, Plainfield, NJ 07060 and if to Grantee, then to Executive Director, New Jersey Historic Trust, P.O. Box 457, Trenton, New Jersey 08625-0457. Each party may change its address set forth herein by a notice to such effect to the other party.

26. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

27. Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel, or prescription.

28. Recordation. Grantor shall record this instrument in timely fashion in the county in which the Property is located at Grantor's cost and expense.

29. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

30. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

31. Subordination. At the time of the conveyance of this Easement, the Property is subject to a Mortgage/Deed of Trust held by _____ (hereinafter, "Mortgagee"/"Lender"). The Mortgagee/Lender joins in the execution of this Easement to evidence its agreement to subordinate the Mortgage to this Easement under the following conditions and stipulations:

(a) the Mortgagee/Lender and its assignees shall have a prior claim to all insurance proceeds as a result of any casualty, hazard, or accident occurring to or about the Property and the proceeds of any condemnation proceeding, and shall be entitled to same in preference to Grantee until the Mortgage/the Deed of Trust is paid off and discharged, notwithstanding that the Mortgage/the Deed of Trust is subordinate in priority to the Easement.

(b) If the Mortgagee/Lender receives an assignment of the lease, rents, and profits of the Property as security or additional security for the loan secured by the Mortgage/Deed of Trust, then Mortgagee/Lender shall have prior claim to the leases, rents, and profits of the Property and shall be entitled to receive same in preference to Grantee until the Mortgagee's /Lender's debt is paid off or otherwise satisfied, notwithstanding that the Mortgage/Deed of Trust is subordinate in priority to the Easement.

(c) The Mortgagee/Lender or purchaser in foreclosure shall have no obligation, debt, or liability under the Easement until the Mortgagee/Lender or a purchaser in foreclosure under it obtains ownership of the Property. In the event of foreclosure or deed in lieu of foreclosure, the Easement is not extinguished.

(d) Nothing contained in this Easement shall be construed to give any Mortgagee/Lender the right to violate the terms of this Easement or to extinguish this Easement by taking title to the Property by foreclosure or otherwise.

Grantor, Grantee and, if applicable, Mortgage sign this Deed of Easement as of the date at the top of the first page. If the Grantor is a corporation, this Deed of Easement is signed and attested to by its proper corporate officers and its corporate seal is affixed.

ATTEST:

BY: Julie M. Walsh

Print Name:

JULIE M. WALSH
(Secretary)

ATTEST:

By: Catherine Goulet

Print Name:

Catherine Goulet

ATTEST:

BY: _____

Print Name:

This instrument has been reviewed
and approved as to form.

Anne Milgram
Attorney General of New Jersey

By: Patricia Stern

Patricia Stern
Deputy Attorney General

GRANTOR:

Cynthia Martin

Print Name:

Guy J. Mastroianni
(PRESIDENT)

NEW JERSEY HISTORIC TRUST

Dorothy P. Guzzo
NJHT Executive Director

Print Name:

Dorothy P. Guzzo

MORTGAGEE:

Print Name:

GRANTOR'S ACKNOWLEDGEMENT

STATE OF NEW JERSEY, COUNTY OF UNION SS.:

I CERTIFY on FEBRUARY 11, 20 10

JULIE WALSH

personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) this person is the SECRETARY of Grantor named in this Deed of Easement;
(b) This person is the attesting witness to the signing of this Deed of Easement by GUY MASTROIANI who is Grantor's PRESIDENT;
(c) this Deed of Easement was signed and delivered by Grantor as its voluntary act duly authorized by a proper resolution of its governing body or board (which resolution has been filed with Trust);
(d) this person knows Grantor's proper seal which was affixed to this Deed of Easement;
(e) this person signed this proof to attest to the truth of these facts.

LINDA BIDO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/21/2011

Signed and sworn before me

Feb, 11th, 20 10

Linda Bido
Notary Signature

Print Name:

MORTGAGEE'S ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY on _____, 20 _____

personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) this person is the _____ of Mortgagee named in this Deed of Easement;
(b) This person is the attesting witness to the signing of this Deed of Easement by _____ who is Mortgagee's _____;
(c) this Deed of Easement was signed and delivered by Mortgagee as its voluntary act duly authorized by a proper resolution of its governing body or board (which resolution has been filed with Trust);
(d) this person knows Mortgagee's proper seal which was affixed to this Deed of Easement;
(e) this person signed this proof to attest to the truth of these facts.

Signed and sworn before me

_____, 20 _____

Notary Signature

Print Name:

GRANTEE'S ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF MERCER, SS.:


I CERTIFY that on Feb. 24, 2010

Cherene Goulet personally came before me and acknowledged under oath, to my satisfaction,
that:

- (a) this person is the Historic Preservation Specialist of Grantee named in this Deed of Easement;
- (b) this person is the attesting witness to the signing of this Deed of Easement by the Grantee's Executive Director;
- (c) this Deed of Easement was signed and delivered by Grantee as its voluntary act duly authorized by a proper resolution of its Board of Trustees;
- (d) this person knows the proper seal which was affixed to this Deed of Easement;
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn before me

Feb. 24, 2010


Notary Signature

Paula Lassiter
Print Name:

PAULA LASSITER
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES OCTOBER 26, 2014

SCHEDULE A

New Jersey Historic Trust

Historic Preservation Easement

Legal Description of Property

Tax Map Reference: Block 713 Lot 3 on the City of Plainfield Tax Map.

The property consists of the tract or parcel of land situated in Plainfield, Union County, State of New

Jersey known as described in the following deed:

MADEAS PAPER, Late Blank Publisher, Newark, N. J.

ATTEST.

THIS AGREEMENT, made the Twentieth day of December and a New Year
in the year of our Lord One Thousand Eight Hundred
Between

City of Plainfield
in the County of
and State of New Jersey
of the First Part;
And The Spirit Sanctuaries Society
of Plainfield New Jersey
in the County of
and State of

Witnesseth, That the said party of the first part, for and in consideration of the sum
of One Hundred
lawful money of the United States of America, to have in hand well and truly paid
by the said party of the second part, at or before the signing and delivery of these presents,
the receipt whereof is hereby acknowledged, and the said party of the first part therewith fully
satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, conveyed,
conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release,
enfeoff, convey and confirm, to the said party of the second part, and to his heirs and
assigns forever, All
that certain

tract or parcel of land and premises, herewith particularly described, situate, lying and
being in the City of Plainfield in the County of
Union and State of New Jersey:

Containing six acres more or less situate in the County of Union and State of New Jersey, being so called, being a corner of lands of the Equitable Life Assurance Society of the United States.

of the 1900 lot. These running
along line of lands of said Society and
other lands of said White North Forty nine
degrees and thirty four minutes East, one
inch and thirty four and twelve one hundred
threes (105.12) feet to a stake in the South
West by side of "Park Avenue" thence along
the South West by side of "Park Avenue" South
forty four degrees and thirty four minutes East, thirty
feet and seventy one one hundredths (73.71) feet

③ Complete -

to a stake for a corner of other lands of said Male,
thence along line of said Male's other lands, and thence
north of said M. Stille and others, and thence
the Park Avenue, thence South forty seven degrees
and twenty one minutes East, one hundred and eighty
nine and eighty one hundredths (109.81) feet to a stake
in the East of College Place, so called, thence
along the middle of College Place, in a North
West by course seventy four and eighty seven one
hundredths (74.87) feet to the place of beginning
together with all the right, title and interest
of said Male, of, in, and to the land lying on
front of and adjoining the premises hereby con-
veyed, to the middle of Park Avenue, subject
to the use of the public therein as a public
highway, and subject to whatever rights - if any,
which the public may have in said boundary
street, or College Place, so called - as a public high-
way; but this clause is not intended as an ad-
mission that the public have any such rights
whatever therein.

The above description, in and to the premises
conveyed to said M. Stille by deed of Anna L. Spencer
executed in N. J. dated October 1st 1890, recorded in Book
222 of Deeds in page 584 &c. and likewise the
premises conveyed to said Male by deed of
Margaret Connor dated October 1st 1890, recorded
in Book 222 of Deeds in page 337 &c.
It is hereby understood and agreed by and between
the parties hereto that the premises hereby conveyed
are to be held and used for the purposes of sitting
thereon a house of worship for the party of the second
part, and that the use of the premises is

(A)

Together with all and singular, the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof, Do Give and to Hold, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part ~~heirs and assigns~~ heirs and assigns to the only proper use, benefit and behoof of the said party of the second part ~~heirs and assigns~~ heirs and assigns forever; and the said

Job Mada

~~doth for himself, his heirs, executors and administrators-covenant-and-grant~~
to and with the said party of the second part ~~heirs and assigns~~ heirs and assigns, that See
the said

Job Mada is now

the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever:

And Also, that the said party of the first part ^{has} ~~unto~~ health good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid,

And also, that he the said

Job Mada

will Warrant, secure, and forever defend the said land and premises unto the said

The First Christian Society of Plainfield New Jersey, its successors
heirs and assigns, forthwith, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrances whatsoever.

In Witness Whereof, the said party of the first part with ~~hereto set~~ his

hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the presence of

*Elaine words on page 1.
and for words on page 2.
being first read.*

Alison Hargrave

Job Mada



5

State of New Jersey, } ss.
County of Hudson

Be it Remembered, That on this thirtieth
day of December in the year of Our Lord One Thousand
Eight Hundred and Ninety before me
a Master in Chancery of said State
personally appeared Job Wake

who, I am satisfied is the grantor in the within Deed of Conveyance
named; and I having first made known to him the contents thereof,
he did acknowledge that he signed, sealed and delivered the
same as his voluntary act and deed, for the uses and purposes therein
expressed.

And the said

Almon Thompson
Master in Chancery
of N.J.

being by me privately examined, separated and apart from his said
husband, further acknowledges that he signed, sealed and delivered the same as
his voluntary act and deed, FREE & WITHOUT any fear, threats or
compulsion of his said husband.

And Also the following deed:

RECORDING AND SALE (CIVIL) ACT NOTIFICATION FORM NO. 153 THE UNIFORM EASEMENT CONTAINING FORM NO. 153

HOW TO USE: OF USE

2008.2006

2-4

This Indenture,

Wade the 19th day of September in the year of our Lord

One Thousand Nine Hundred and Fifty-six

Between

AUGUSTA W. BERRIEN, single,
of 105 West Seventh Street, Plainfield, New Jersey,

and

CLETON S. BERRIEN and ALLEN T. BERRIEN, his wife,

of 2031 NW Eighth Place, both Gainesville,
and State of Florida,

party of the first part;

And

THE FIRST UNITARIAN SOCIETY OF PLAINFIELD, NEW JERSEY, a
religious society incorporated under the laws of the State of New Jersey,
having its principal office at 715-720 Park Avenue, Plainfield, New Jersey,

party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of

ONE DOLLAR (\$1.00)

lawful money of the United States of America, to them in hand well and truly paid by the said party of the second part, as or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and well, have given, granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents do give, grant bargain, sell, alien, release, convey and confirm unto the said party of the second part, and to its successors and assigns, forever, All that tract or parcel of land and premises, heretofore particularly described, situate, lying and being in the City and State of New Jersey:

BEGINNING at a point and iron bar in the Southeastly side line of West Seventh Street, distant 55.11 feet southwesterly along that line from its intersection with the southwesterly side line of Park Avenue, the said beginning point being the Western corner of land conveyed to Frederic J. Hughes by William T. Kirk and wife, by deed dated January 6, 1913, and recorded in Book 512, page 193 etc. of Deeds for Union County, New Jersey; thence

- (1) running from said beginning point along that land conveyed to Hughes, South 41° 34' East, 174.76 feet to an iron bar and corner of that land; thence
- (2) running still along the line of that land North 51° 0' East, 58 feet to a point and iron bar in the aforesaid side line of Park Avenue; thence
- (3) running South 42° 50' East, along that line, 20.46 feet to a point and iron bar in the northerly corner of land of First Unitarian Society of Plainfield, N. J.; thence
- (4) running along line of said last mentioned land, South 51° 00' West, 185.03 feet to a point in line of land now or formerly of Kenyon; thence
- (5) running along the line of that land, North 39° 13' West, 195 feet to a point in the aforesaid side line of West Seventh Street; thence
- (6) running along that line, North 51° 00' East, 97.61 feet to the place of beginning.

00002270 000000

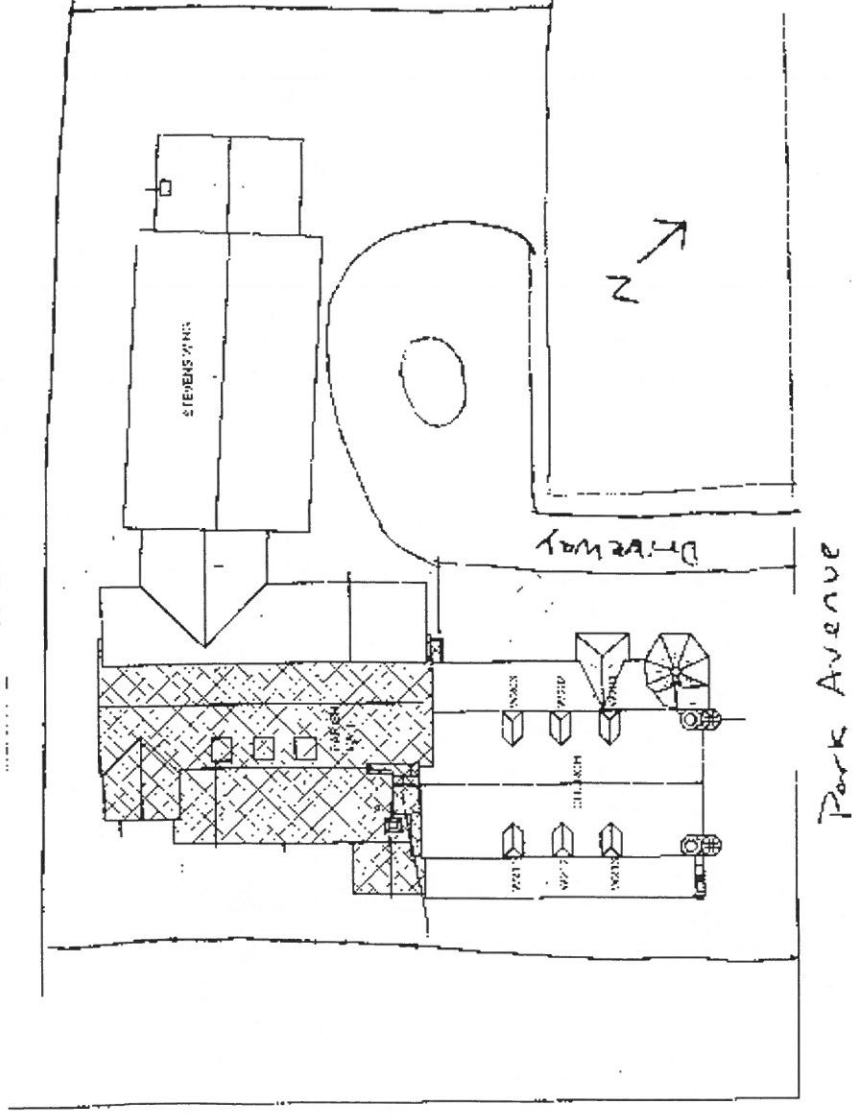
Conveying also all the right, title, and interest of the party of the first part in and to the land lying in front of the above described premises to the center lines of West Seventh Street and Park Avenue, subject to the easement of the public therein for public streets.

The above described premises are conveyed subject to the right of way granted to Frederic J. Hughes from the rear of his property to Park Avenue, over that portion of the above described premises which fronts on Park Avenue, being a strip 20.46 feet wide on Park Avenue and 39 feet deep.

It being intended hereby to convey to the Grantee the same premises heretofore conveyed to Emma J. Berrien by William T. Kirk and wife by deed dated August 1, 1916 and recorded August 11, 1916 in the Union County Register's Office in Deed Book 687 at Page 175. The said Emma J. Berrien died April 26, 1953, leaving a Last Will and Testament, duly probated in the Union County Surrogate's Court, wherein and whereby she devised the above described premises to Augusta W. Berrien and Clinton Steele Berrien, the said Clinton Steele Berrien being the same person referred to herein as Clinton S. Berrien.

The foregoing description has been prepared to conform with a survey made by C. H. Firstbrook, Civil Engineer and Land Surveyor, dated September 7, 1956, which excludes from the lands conveyed to Emma J. Berrien by William T. Kirk a five foot strip on the southeasterly side of West Seventh Street taken by the City of Plainfield in 1926 for street widening purposes.

SITE PLAN



Church fronts on Park Avenue; Parish Hall is shaded building; Stevens Wing is above driveway.

SCHEDULE B

NEW JERSEY HISTORIC TRUST
HISTORIC PRESERVATION EASEMENT
BASELINE INVENTORY OF PROTECTED FEATURES

All Souls Church, Plainfield; 2008.2006

PROTECTED PROPERTY FEATURES

 X SITE FEATURES (if not applicable, go to Exterior):

Natural Features

 N/A Trees/Shrubs:
 N/A Lawns/Vegetation/Ground Cover:
 N/A Streams/Ponds/Wetlands:
 N/A Topographical Features:
 N/A Other:

Manmade Features

 N/A Benches/Site Furnishings/Gazebos:
 N/A Fences/Walls/Gates:
 N/A Drain Inlets/Catch Basins/Drain Pipes:
 X Roads/Driveways/Sidewalks: asphalt driveway and circular drive north of sanctuary
 X Parking Lots: asphalt parking at north end of circular driveway
 N/A Curbs:
 X Signs: Metal sign facing Park Avenue, broad pointed arch over glass door bulletin board; square posts with hipped copper caps
 N/A Archaeological Resources:
 X NJHT Permanent Marker: to be installed upon completion of grant funded work
 Other:

Other

 X All other SITE features referenced in documents filed or to be filed at the New Jersey Historic Trust, including attachment D-1 of Grant Agreement, including all future amendments.

 X EXTERIOR FEATURES (If not applicable, go to Interior):

List building(s) protected by Easement:

All Souls Church, Plainfield
All Souls Parish Hall

All Souls Church, Plainfield

Roof

 X Roof Covering: rectangular black composition shingles
 X Roof Sheathing: wood lath
 X Flashing: metal
 N/A Chimneys: octagonal stone chimney behind each stone tower
 X Roof Penetrations/Decorations: twin octagonal stone towers with conical roofs and metal finials flank the east gable end; on north and south slopes are three hipped roof dormers with paired lancet windows with simple tracery and full surround, metal finials, asphalt shingle roofs, rectangular grey slate siding
 X Gutters/Downspouts: half round gutters, round and aluminum downspouts
 X Cornice: wood cornice with dentil moldings at gable end; simple wood cornice throughout
 N/A Trim:
 Other:

Front East (Park Avenue) Elevation

 X Foundation: stone
 X Walls: random laid rusticated buff colored brownstone
 X Windows (frames/sash/trim): full height, pointed arch, stained glass window (Robinson Window) created by Oliver Smith of Bryn Athyn and installed in 1947; six lancets below elaborate wood tracery set into wood surround with stone sill
 X Doors/Door Frames: pair of oak doors with three panels of diagonal slats set into wood frame
 N/A Attachments (shutters/signs/awnings):

Other: _____

Appurtenances

 X Steps/Stairs: four stone steps to porch with low stone side walls
 N/A Landings/Slabs:
 X Porches: porch with stone gable front pierced by pointed arched opening, stone coping and stone finial; brownstone Doric column on south elevation of open porch
 N/A Balconies:
 N/A Light Fixtures:
 X Other: date stone beside porch "A.D. 1891"

Side North (Driveway) Elevation

 X Foundation: stone
 X Walls: one-story octagonal bay projects from northeast corner; walls throughout are random laid rusticated buff colored brownstone
 X Windows (frames/sash/trim): triple lancet windows with leaded glass (except in octagonal bay which have clear glass), wood frames and stone sills
 X Doors/Door Frames: pair of oak doors with two panels of diagonal slats set into wood frame
 N/A Attachments (shutters/signs/awnings):
 X Other: paired wood basement access doors located west of porch

Appurtenances

 X Steps/Stairs: four brick steps with bluestone treads
 N/A Landings/Slabs:
 X Porches: hipped roof porch with wood finial, square wooden posts, tongue and groove ceiling
 N/A Balconies:
 N/A Light Fixtures:
_____ Other:

Side (South) Elevation

 X Foundation: stone
 X Walls: random laid rusticated buff colored brownstone
 X Windows (frames/sash/trim): triple lancet windows with leaded glass, wood frames and stone sills
 N/A Doors/Door Frames:
 N/A Attachments (shutters/signs/awnings):
_____ Other:

Appurtenances

 N/A Steps/Stairs:
 N/A Landings/Slabs:
 N/A Porches:
 N/A Balconies:
 N/A Light Fixtures:
_____ Other:

Rear (West) Elevation

Not Visible because of parish hall addition

 N/A Foundation:
 N/A Walls:
 N/A Windows (frames/sash/trim):
 N/A Doors/Door Frames:
 N/A Attachments (shutters/signs/awnings):
_____ Other:

Appurtenances

 N/A Steps/Stairs:
 N/A Landings/Slabs:
 N/A Porches:
 N/A Balconies:
 N/A Light Fixtures:
_____ Other:

All Souls Parish House

Roof

X Roof Covering: rectangular grey slate shingles on main gable; north shed roof has asphalt shingles
X Roof Sheathing: tongue and groove wood deck
X Flashing: metal
X Chimneys: square brick chimney at east gable end
X Roof Penetrations/Decorations: three shed roofed dormers on south side with 4 over 4 casement wood windows and tin roof sheathing
N/A Cornice:
X Trim:
X Other: aluminum gutters and downspouts

Front East (facing church) Elevation

X Foundation: stone
X Walls: painted wood shingles
X Windows (frames/sash/trim): paired six light wood casement windows on second floor; modern 8/8 double hung vinyl window north of entry
X Doors/Door Frames: paired wood doors, 12 fixed lights above bottom horizontal panel, wood frame
X Attachments (shutters/signs/awnings): flat hood over doors with shallow wood corbels and plain wood cornice

Appurtenances

Steps, landing and wood ramp are to be demolished as part of grant funded work (see Schedule C)

N/A Steps/Stairs:
N/A Landings/Slabs:
N/A Porches:
N/A Balconies:
N/A Light Fixtures:
 Other:

Side North (facing Stevens Wing) Elevation

New accessible entrance and lift to be installed as part of grant funded work (see Schedule C)

X Foundation: poured concrete
X Walls: painted wood shingles
X Windows (frames/sash/trim): three modern 8/8 double hung vinyl windows in shed roof addition and one 8/8 double hung wood window with wood frame at westernmost side
N/A Doors/Door Frames:
N/A Attachments (shutters/signs/awnings):
 Other:

Appurtenances

N/A Steps/Stairs:
N/A Landings/Slabs:
N/A Porches:
N/a Balconies:
N/A Light Fixtures:
 Other:

Side (South) Elevation

X Foundation: poured concrete
X Walls: painted wood shingles
X Windows (frames/sash/trim): 8/8 double hung wood windows with wood frames
N/A Doors/Door Frames: plain door and one step at west end of addition extending from rear of church
N/A Attachments (shutters/signs/awnings):
 Other:

Appurtenances

N/A Steps/Stairs:
N/A Landings/Slabs:
N/A Porches:
N/A Balconies:
N/A Light Fixtures:

— Other: —

Rear (West) Elevation

N/A Foundation:
X Walls: wood shingles
N/A Windows (frames/sash/trim):
N/A Doors/Door Frames:
N/A Attachments (shutters/signs/awnings):
— Other: —

Appurtenances

N/A Steps/Stairs:
N/A Landings/Slabs:
N/A Porches:
N/A Balconies:
N/A Light Fixtures:
— Other: —

N/A **INTERIOR FEATURES**

Spaces are marked and delineated on attached floor plan(s)
(List space(s) in building(s) protected by easement. Include name of building if more than one.)

BASELINE DOCUMENTATION OF PROPERTY

General Statement

As per Paragraph 3 of easement, Trust may consult records documenting the Property's appearance and condition filed or to be filed at the New Jersey Historic Preservation Office, New Jersey Historic Trust, and at other places within the State.

Because existing documentation may not continue to reflect the actual appearance and condition of the property at the time of project completion, it will be supplemented by baseline information provided in the Quarterly Reports and the Project Completion Report.

Overview of Existing Documentation

1. Historic Structures Reports & Preservation Plans: *Preservation Plan for The First Unitarian Society of Plainfield*, dated February 24, 2008, prepared by Historic Building Architects, LLC
2. Architectural Drawings: *Phase I Restoration of The First Unitarian Society of Plainfield, Book A: Specifications*, prepared by Historic Building Architect, LLC and dated December 2, 2009
3. Photographs: 46 digital images located on NJ Historic Trust shared drive, photographed by Trust staff on December 2, 2009

SCHEDULE C

New Jersey Historic Trust

Historic Preservation Easement

Scope of Work to be Completed with Grant Funds

ATTACHMENT D-1, SCOPE OF WORK

Name of Grantee:
Project Name:
Project Number:
Grant Award:

First Unitarian Society of Plainfield
All Souls Church, Plainfield
2008.2006
\$446,369

I. OVERVIEW OF PRESERVATION OBJECTIVES OF ENTIRE PROJECT

All Souls Church was designed in 1892 by Oscar Schutte Teale, a prominent church architect and amateur magician. The parish hall was added in 1925, and the educational wing in 1958. The three buildings are connected and share a common garden and parking area away from the urban street. The complex suffers from water infiltration, roof failure on the parish hall and deterioration of masonry mortar joints. The property is used daily by the church and frequently for community meetings and performances.

The Trust grant will help fund urgent work identified in the 2006 preservation plan, which was funded in part with a previous Trust grant. The work includes site work, masonry stabilization and repair, wood restoration and repair, roof restoration and site work to correct water infiltration problems.

II. PROJECT REVIEW AUTHORITY

The Historic Preservation Office will review the remaining planning and construction documents for this project. The Historic Preservation Office has reviewed, to date, a substantial portion of the project documents and will review the contract documents, plans, specifications, etc. according to the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (1995). Grantee shall copy the New Jersey Historic Trust on all correspondence with the Historic Preservation Office. The New Jersey Historic Trust will review project documents and provide comment to the Historic Preservation Office within 30 days.

III. ACTIVITIES FUNDED BY THIS GRANT

III.A Description of Work to be Funded with this Grant.

The scope of work of this grant includes:

1. Non-construction costs directly related to the funded work:
 - a. Architectural and engineering services by Historic Building Architects, LLC relevant to the construction work listed below (including schematic design, design development, contract documents, and construction administration).
 - b. The contract documents must set minimum qualifications for all general contractors and subcontractors using language similar to below:

The bidder shall demonstrate successful experience in the restoration of historic buildings using the *Secretary of the Interior's Standards for the Treatment of Historic Properties* on at least two projects of similar size and scope of work as the subject project within the past five years, at least one of which was reviewed and approved by a state Historic Preservation Office, the New Jersey Historic Trust, or the historic review body of a county or municipal authority.

Pre-qualification statements from general contractors must be submitted for NJHT review and approval before bid documents are distributed. Subcontractor qualifications are to be submitted for NJHT review and approval with bids.

- c. Preparation of Project Completion Report which shall include (unless submitted with periodic reports): narrative description with photographs of all



Schedule D
Historic Preservation Easement
Annual Report Form

The Easement Annual Report Form updates the Trust on the ongoing monitoring, maintenance, and condition of the site. The Easement Annual Report is due at the Trust on the anniversary date the grant was closed. A guide to reporting requirements is attached at the end of this form.

GENERAL INFORMATION

Date: _____

Project Name: _____

Project Number: _____

Name of person preparing form: _____

Title: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone(s): _____

E-mail address(s): _____

PHYSICAL CONDITION

1. a. Briefly describe all maintenance performed to the property in the past year., including housekeeping, grounds keeping (if the Easement covers landscape features), and routine maintenance.

b. Is the maintenance described above guided by a formal maintenance plan for the property?
Yes _____ No _____

c. Briefly describe the condition of the property (note any specific areas of deterioration).

Condition of Site:
Condition of Exterior:
Condition of Interior (if applicable):

2. Submit a minimum of **12 photographs** depicting the **current condition** of property features protected by the easement. Photographs should be at least 3" x 5" and be clearly labeled including the date the photograph was taken. If submitting digital images, please provide a CD with the images and 12 images printed onto good-quality paper.

3. a. Briefly describe projects for which Grantor sought Trust authorization in the past year. Provide dates of Request for Approval Form(s) and Trust authorization letter(s).

b. If prior authorization was not sought for a project started during the past year, submit a Request for Approval Form and the required supporting documentation. Please include "before" and "after" photographs if the work is underway or completed.

c. If a project is planned for the upcoming year, submit a Request for Approval Form, Schedule E, and the required supporting documentation.

PUBLIC ACCESS

1. State the days and hours the property was open to the public during the past year. Submit copies of announcements, public notices and other materials used to publicize the openings.

USE

1. a. Has the use of the property as indicated in the Easement changed over the past twelve months?
Yes _____ No _____

b. If yes, please explain.

CONVEYANCE

1. a. Has the ownership of the property changed in the past twelve months? Yes _____ No _____

b. If yes, provide name(s), address (es) and telephone number(s) of new owners below.

c. Is the property or will the property be for sale within the next twelve months? Yes _____ No _____

d. If yes, provide names(s), address (es) and telephone number(s) of potential transferees below.

COMPLIANCE WITH INSURANCE REQUIREMENTS

1. Submit copies of receipts for payment of liability and fire insurance premiums, or documentation of self-insurance. The Historic Trust should be listed as additionally insured on the policy. Please reference the project number on the policy.

By signing below, I certify that the above statements are true to the best of my knowledge:

Signature: _____

Title: _____

Date: _____

Mail to: New Jersey Historic Trust
PO Box 457
Trenton, NJ 08625-0457
(609) 984-0473
njht@dca.state.nj.us
www.njht.org

SCHEDULE F

New Jersey Historic Trust

Historic Preservation Easement

Requirements for Public Access and Use

 X As this Property IS now ACCESSIBLE to the public, no additional access is required. The SITE of the Property must remain generally accessible to the public for the term of this easement.

 As this Property IS NOT now ACCESSIBLE to the public, public openings are required. The (SITE and/or INTERIOR) of the Property is/are to be open to the public a minimum of 6 hours a day at reasonable spaced intervals a minimum of 12 days in any calendar year during the term of this Easement specified in Paragraph 2. If the hours of public access are not permanently posted or additional hours are required under this Easement, a sign advertising each opening is to be maintained on the property in public view beginning one week before, and on the day of public access, or public notice is to be placed in an appropriate local newspaper.



Submittal of an Easement Request for Approval Form is required in advance of proposed repair work or other improvements that may affect features protected by the preservation easement. Notice to the Trust is to occur prior to the start of work.

1. GENERAL INFORMATION

Date: _____

Property Name: _____

Project Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Name of person preparing form: _____

Title: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number(s): _____

E-mail Address: _____

2. Description of proposed project (Attach site plans, architectural drawings, and any other pertinent documentation.):

3. Reasons for undertaking project:

4. Protected features potentially affected by proposed project (Refer to Schedule B of your Easement):

5. Name(s), Address(es), Telephone Number(s) of Consultant(s) involved in the project:

By signing below, I certify that the above statements are true to the best of my knowledge:

Signature: _____

Date: _____

Mail to: New Jersey Historic Trust
PO Box 457
Trenton, NJ 08625-0457
(609) 984-0473
njht@dea.state.nj.us
www.njht.org